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ABSTRACT

Unionization at the State University of New York (SUNY) is used to illustrate the workings of collective bargaining in higher education. It is explained that collective bargaining in higher education has always been controversial, that some college and university administrators feared the advent of unionism because they surmised it would seriously limit their power. Collective bargaining is shown to be a highly political process that results in neither party getting everything it wants. The SUNY example demonstrates that while unionization has placed a number of constraints on college administrators (particularly of a procedural variety) these same administrators have had their hand strengthened in other areas. Experience at SUNY indicates that, whereas union contracts clearly guarantee certain rights to faculty, they can also actually enhance administrative direction and perhaps erode tradition affecting the faculty member's role. This, it is concluded, is the essence of the quid pro quo of collective bargaining. (Author/PHR)

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THE QUID PRO QUO OF COLLECTIVE BARGAINING

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Abstract

The unionization of higher education has been, from its inception, a very controversial subject. Some college and university administrators feared the advent of unionism because they surmised it would seriously limit their power. What must be understood, however, is that collective bargaining is a highly political process which results in neither party getting everything it wants. This has certainly been the case in the State University of New York. While it is clear that unionization has placed a number of constraints on college administrators in the SUNY system, particularly of a procedural variety, these same administrators have had their hand strengthened in other areas. Experience at the State University of New York indicates that, whereas union contracts clearly guarantee certain rights to faculty, they also can actually enhance administrative discretion and perhaps erode traditions affecting the faculty member's role. This is the essence of the quid pro quo of collective bargaining.

The Quid pro Quo of Collective Bargaining

When college and university faculties began to turn to unionism in the late 1960s, there was widespread anxiety among many administrators that the unionization of the professoriate would seriously limit their administrative power. Today faculties at nearly 500 of the nation's 2,400 institutions have voted to unionize. At some of these institutions, collective bargaining has resulted in placing heavy constraints, particularly of a procedural variety, on what have traditionally been regarded as administrative prerogatives. Negotiated contracts have also succeeded (quite correctly) in restraining administrators who would abuse their power by denying faculty and staff due process and a fair hearing. These points notwithstanding, it would be inaccurate to conclude that union contracts have served solely to limit the power of college and university administrators.

At the heart of collective bargaining is a political process which consists essentially of a system of trade-offs. Neither side gets everything which it wants. The mere fact that labor chooses to organize, whether it be in industry or education, does not automatically mean that it proceeds to do nothing but gain concessions from management. Whatever the rhetoric or dialectic of negotiations, it finally boils down to my teamster uncle's description of the process, "When you get, you also have to give." Thus, it is with unionism in the context of higher education.

The State University of New York (SUNY) was one of the first of the large multi-campus systems of higher education to be unionized. The advent of unionism brought general apprehension. Faculty and administrators alike expressed concern over the potential impact this development would have on collegiality, governance, and the role of the administration. The fact that faculty unionism was not only new to SUNY, but also relatively new to higher education, did not help to allay these fears.

It should not have been surprising to anyone that the State University of New York would be a prime candidate for a faculty and professional staff union movement. The largest university of its kind, its growth spiral during the decade of the 1960s staggered the imagination. During the period from 1960 to 1970, the University grew from 34,000 students to 117,000 students. Governor Nelson E. Rockefeller, its patron, combined with a sympathetic legislature to provide a cornucopia which made nothing seem impossible.

The 1970s, however, produced a new political climate for SUNY. Requests for increases in financial support by the University were questioned by representatives of private institutions who voiced doubts about the need for continued expansion of SUNY and by a new governor and legislature who were concerned about the costs generated by SUNY.¹ The uncertainty of SUNY's future in this framework of state politics coupled with growing pessimism about higher education nationally. The oversupply of Ph.D.s, unemployment among degree holders, and clear indications that higher education was no longer in a period of expansionism added to this climate of uncertainty. These developments, the desire of some elements of the staff such as librarians to improve their status, and the existence of the Taylor Law in the State of New York converged to make SUNY ripe for unionization.

The Taylor Law and the administrative structures which grew up around it posed the greatest initial threat to the power of campus administrators. The Office of Employee Relations, an arm of the Governor's Office, was a direct result of the legislation which provided for the Taylor Law. This office was given the responsibility for negotiating contracts with state employees including faculty and staff of the State's University system. Because of this structure, unionism has meant that the State, through an agent of the Governor, became much more involved in the intimate details of the

University's operation. If there were questions about governance, collegiality, and the role of the administration, Mr. Donald Wollett, Director of the Office of Employee Relations, left little ambiguity:

Collective bargaining amounts to a turning away from collegiality and self-governance and a moving toward an adversary system which recognizes that the central fact of life in the academy is that there are those who manage and those who are managed, that there are employers and employees, that conflicts arise from these relationships, and that in a collective-bargaining system they are resolved by a process predicated upon the proposition that people whose interests conflict are, at least in respect of those conflicts, adversaries.²

The spokesperson and chief negotiator for management at the collective bargaining table is not the designee of the University Chancellor, but a member of the Office for Employee Relations' staff who is the Governor's designee. University officials take on the role of a consultative group and there are, of course, numerous problems in this kind of arrangement. The fact that negotiators are so far removed from the college campuses has prompted one observer to state that it would make more sense for the Chancellor and other University administrators to sit on the same side of the bargaining table as faculty and staff.

The fact that the Governor's negotiators rather than members of the University administration are negotiating the contract appears on the surface, at least, to limit the power of administrators. One could, however, argue that the negotiator's distance from the local campus is no greater than that of the University's central administration which, like the Office of Employee Relations, is housed in Albany. If the negotiator's remoteness from campus breeds a misunderstanding of the administrator's role, then it could just as easily foster misunderstandings of the faculty role.

One of the greatest problems lies in the fact that the Office of Employee Relations must bargain contracts for all state employees. In so doing, they

are constrained to a certain degree of uniformity among the contracts which are negotiated with all state agencies. The potential danger here is that the University may eventually be viewed in the same terms as the Bureau of Motor Vehicles. This outcome would, obviously, be not only to the detriment of the administration, but also to the faculty, whose duties and working hours are not readily understood by outsiders and are, therefore, particularly vulnerable.

Political pressures upon the Governor's Office could lead to an erosion of management prerogatives. The United University Professions (UUP) is an affiliate of the AFT which along with its leader, Albert Shanker, appears to be on the ascendancy within the AFL-CIO. It is conceivable that enough political pressure could cause a governor to bargain away management power. Thus far pressure of this sort has been exerted almost entirely on wage and salary issues.

Union contracts have clearly brought more red tape and bureaucratic procedure to the campuses. There are some areas where the old way would certainly have been preferable for administrators. The contract provisions for discipline are one of those. The procedural steps are cumbersome and numerous. It is quite possible that an individual acting very unprofessionally in the classroom, i.e., inebriated or making passes at students, could remain in the classroom while lengthy disciplinary proceedings go on because it would be very difficult to suspend him or her for the interim period. Faculty and staff are able to grieve any alleged violation of all contract provisions. Contract administration, therefore, requires careful attention to detail, and, generally, this requires a great deal of at least one administrator's time. In this respect, the Union contract is an encumbrance for the administration.

Merit or discretionary monies have become a very small percentage of salary increases due to union bargaining efforts. In 1977-78, all faculty

and staff received a six percent salary increase. Merit monies, representing one-half of one percent of the total bargaining unit payroll, were available for distribution by the administration. Many SUNY administrators complain bitterly that this system of mass reward seriously limits their ability to reward those who work hardest among the faculty and staff. The incentive system which merit monies can provide has been seriously decreased by collective bargaining. Again, however, this does not just redound exclusively to the disadvantage of administrators. Faculty and staff who work very hard indicate resentment when they see others who work at minimal levels receive the same monetary reward as they.

While all of the above may obtain, I would argue that the results of collective bargaining have not been debilitating for campus administrators within the State University of New York. In some important respects, unionization has strengthened the hand of the administration. Clearly there has been no overt desire on the part of the Office of Employee Relations to limit seriously administrative authority.³ The retrenchment article of the current contract is perhaps the strongest management provision. It allows for an enormous amount of administrative discretion in determining whether faculty members (even those holding tenure) can be dismissed:

Retrenchment shall be defined as the termination of the employment of any academic or professional employee during any appointment, other than a temporary appointment which may be terminated at any time, as a result of financial exigency, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs or functions or curtailment of one or more programs or functions University-wide or at such level of organization of the University as a College, department, unit, program or such other level of organization of the University as the Chancellor, or his designee, deems appropriate.

The now famous Bloomfield College retrenchment case rested on grounds of financial exigency, but the SUNY contract is far more generous in its provisions.⁴

Areas that had previously been grey have become black and white. In 1974, the University's chief employee relations officer stated that "collective bargaining presents management with the opportunity to delineate areas of managerial freedom of action which were cloudy and unclear under traditional governance."⁵ For example, local campus governance policies and consultative procedures carry no weight in the face of contract provisions. Now presidents may indicate that certain issues have already been covered by contract language or that a particular action is upheld by the management rights article rather than engaging in lengthy local consultation. Union representatives are quick to point out that local governance policies were not binding on campus chief executives prior to unionization, whereas contract provisions now are. Yet few campus presidents wished to be at war with their faculties or accused of being unsympathetic to collegial governance. This attitude did much to empower campus governance. The label of "anti-governance" continues to be one of the stigmas which college and university presidents do not wish to carry.

At the beginning of negotiations for the current contract, a member of the Office of Employee Relations asked why paid sabbaticals should be accorded faculty when no other state agency offered a similar benefit to its employees. Members of the Chancellor's staff, also on the management side of the bargaining table, hastened to explain why faculty sabbaticals were necessary. This vignette is illustrative of how those things which have been accorded the professoriate by tradition suddenly come into question in the context of collective bargaining. Whereas professional obligation was traditionally left to the individual faculty member's initiative, now much more attention is given to the details of professional obligation in the union contract. The potential here for a continued erosion of faculty traditions and perquisites is great.

United University Professions attempts to represent in a single contract widely divergent types of university employees (teaching faculty, research scholars, librarians, and non-teaching professionals), and this has tended to place less emphasis on those rights and privileges historically enjoyed by faculty. The fact that non-teaching professionals are accorded a form of job tenure by the current contract has undermined the traditional concept that tenure is awarded to faculty to ensure academic freedom. Now it is simply a matter of job security and even that is placed in question by the retrenchment provision. In addition, the unions which have represented SUNY faculty and staff (first an NEA/AFT coalition and now the AFT) have had very little experience bargaining higher education contracts. Their wealth of experience with elementary and secondary school contracts may lead to perspectives that are not that helpful to college and university faculty. For example, the union's attempt to define faculty workload as class size seems far less important than perhaps the number of different course preparations. Class size, however, has been a very important item for elementary and secondary teachers. In general, discussions of workload and professional obligation come dangerously close to punching the time clock, something which would drastically alter the faculty's role.

Unquestionably, the unionization of higher education has changed the role of college and university administrators. Throughout higher education, even at non-union schools, we are more "management conscious" these days. One expert in the field of collective bargaining and higher education has noted that top-level administrators were traditionally viewed as custodians or caretakers and that a premium was placed on the administrator's identity with faculty and an eschewing of a systems or business approach to administration. Consequently, the administrator's effectiveness was based upon how much he or she behaved like a faculty member and how well he or she was

regarded by the faculty.⁶ If the effects of unionism are correctly characterized by the views of the Director of the Office of Employee Relations as quoted earlier, the role of administrators is indeed dramatically changed by unionization. There will be great pressure for the old "first among peers" mode to give way to the newer dynamics of a managerial orientation.

The combination of unionization and mounting fiscal crisis may indeed bring into the halls of academe a breed of wirtschaftswunderkind who uses the union contract the way Errol Flynn once wielded his sword, excising time honored governance relationships with deadly precision. Even advocates of collective bargaining for higher education admit that private sector unions have willingly ceded to management the right to hire, promote, and take disciplinary action against employees. They warn that the traditional involvement of faculties in these processes may well be lost if adversary collective bargaining is substituted for the more collegial relationships.⁷ Experience within the State University of New York indicates that, whereas union contracts clearly guarantee certain rights to faculty, they also can actually enhance the power of administrators and perhaps erode traditions affecting the faculty member's role. Faculty are well advised to understand that this is likely to be the case and that unionism should be approached with a high degree of realism.

Footnotes

1. For a more complete account of these developments, see: Robert S. Fisk and William C. Puffer in "Public University System: State University of New York," in E.D. Duryea, Robert S. Fisk & Associates, Eds., Faculty Unions and Collective Bargaining, San Francisco: Jossey-Bass Publishers, 1973.
2. Frank R. Kemerer and J. Victor Baldrige, Unions on Campus, San Francisco: Jossey-Bass, 1975, pp. 30-31.
3. Having participated as a campus representative in negotiations for the current contract, it quickly became apparent that Mr. Leonard Kershaw, chief contract negotiator, wanted a strong management contract. Subsequent conversations with Mr. Kershaw indicate that he wishes to allow management maximum exercise of their authority through the exercise of the contract's provisions.
4. See: American Association of University Professors, Bloomfield College Chapter et al. plaintiffs v. Bloomfield College, Superior Court of New Jersey, Chancery Division, June 26, 1974.
5. Caesar J. Naples, "Collective Bargaining: Opportunities for Management," in Jack L. Schuster, Ed., Encountering the Unionized University, San Francisco: Jossey-Bass, 1974, p. 59.
6. Op. Cit., pp. 48-49.
7. Op. Cit., p. 58.